

## REMARKS

Claims 6-20 are presently pending and stand rejected. Claims 1-5 are cancelled without prejudice. Claims 13 and 20 are amended.

Claims 13 and 20 were objected to for informalities. The foregoing claims are amended and in view of the amendments, it is submitted that the objections are overcome.

Claim 6 was rejected under 35 U.S.C. 102(b) as anticipated by WO 00/14626 ("Martin"). Martin is directed to "Bi-Directional Data Transfer using the Video Blanking Period in a Digital Data Stream". Martin, Title. In Martin, "When the data enable signal is inactive, no valid digital pixel data is transferred from the processor 401 to the display terminal 402. This may occur during the horizontal video blanking period or the vertical video blanking period. During these horizontal and vertical video blanking periods, when the data enable signal is inactive, the processor resynchronizes digital pixel data and the clock signal for a next line to be displayed on the display terminal or a first line in a next frame. However, the resynchronization process requires only a fraction of the horizontal or vertical video blanking period. During the remainder of the horizontal and vertical video blanking periods, no valid data is transferred over wire pairs 405a, 405b, and 405c while the data enable signal remains inactive. It is during this extra time that digital data may be transferred back to the processor 401 from the display terminal 402 in a reverse direction using the present invention." Martin, p. 8, Line 21 - p. 9, Line 2.

MPEP 2131 states, "[a] claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631 2 USPQ2d 1051, 1053 (Fed.Cir. 1987). MPEP 2131 also states, "[t]he identical invention must be shown in as complete detail as is contained in the ... claim." *Richardson v. Suzuki Motor Co.*, 868 F.2d 1226, 1236, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989).

Claim 6 is directed to communicating data over a communications link comprising shortening a blanking period in the data to accommodate auxiliary data". Assignee respectfully submit that Martin does not teach or fairly suggest "shortening a blanking period" as claimed, among other limitations, in claim 6. Emphasis Added. In contrast, Martin teaches that "During the remainder of the horizontal and vertical video blanking periods, no valid data is transferred over wire pairs 405a, 405b, and 405c while the data enable signal remains inactive. It is during this extra time that digital data may be transferred back to the processor 401 from the display terminal 402 in a reverse direction using the present invention." Martin, p. 8, Line 27 - p. 9, Line 2. Assignee also calls Examiner's attention to Martin, Figure 6 which illustrates the "Blanking Period". From Martin, Figure 6, it can be seen that Martin does not teach "shortening a blanking period".

Thus, wherein Examiner holds that "Martin describes a method of communication data over a communications link comprising shortening a blanking period in the data to accomodate auxiliary data (pp 8-9, where auxiliary data is communicated/transferred over the twisted pairs (communication link) during the rest of the blanking period", Assignee respectfully traverse the rejection for the foregoing reasons and requests that Examiner withdraw the rejection to claim 6, as well as dependent claims 7-19.

Examiner has rejected claims 7 and 10 under 35 U.S.C. 102(b) as anticipated by Martin. Claim 7 is directed to, among other limitations "modifying at least one HSYNC signal". Claim 10 is directed to, among other limitations "modifying at least one VSYNC signal". Examiner has indicated that "Martin describes modifying a HSYNC/VSYNC signal in the data to accomadate the auxiliary data (pp. 8-9, wherein the horizontal/vertical blanking period which is used for synchronizing the next line/frames (HSYNC)/(VSYNC) is modified to accommodate peripheral (auxiliary) data)." Assignee respectfully submits that "modifying at least one HSYNC/VSYNC signal" does not read on Martin, "wherein the horizontal/vertical blanking period ... is modified". Furthermore, Assignee calls Examiner's attention to Martin, Figure 6, wherein the "forward resynchronization"

signal is not modified. Thus, for at least the foregoing reasons, Assignee respectfully traverses the rejections to claims 7 and 10 under 35 U.S.C. 102(b) as anticipated by Martin.

Claim 20 was rejected under 35 U.S.C. 102(b) as anticipated by Martin. Claim 20 includes among other limitations, "a reformatter for shortening a blanking period" (Emphasis Added). Examiner has indicated that Martin describes a system for communication data and auxiliary data over a video communications link (Fig. 5), comprising: a reformatter (fig. 5, 420); a transmitter communication with said reformatter (fig. 5, 406). Assignee respectfully traverses the rejection of claim 20, at least because Martin does not teach or suggest "a reformatter for shortening a blanking period".

#### CONCLUSION

For at least the foregoing reasons, each of the pending claims are allowable, thereby placing the application in a condition for allowance. Examiner is requested to pass this case to issuance.

The Commissioner is hereby authorized to charge any deficiency in the amount enclosed or any additional fees which may be required under 37 CFR 1.16 or 1.17 to Deposit Account No. 13-0017 in the name of McAndrews, Held & Malloy, Ltd.

RESPECTFULLY SUBMITTED,



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Date: October 24, 2006

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